UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

CORPUS CHRISTI DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	CRIMINAL NO. 2:06-cr-00078
	§	
CORPUS CHRISTI DAY CRUISE, LTD.	§	

MEMORANDUM OF PLEA AGREEMENT

1. The defendant knowingly and voluntarily agrees with the United States ("The government"), through the United States Attorney for the Southern District of Texas, through the undersigned Assistant U.S. Attorney, to plead guilty to Count ONE of the above numbered Indictment.

2. Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure and in consideration for the defendant's plea of guilty, the government will recommend that the Court impose a total fine of $300,000 and further agree to recommend that the defendant be permitted to make payment of the fine pursuant to the following schedule: $50,000 plus the total of $400 in special assessments on the day of sentencing, with the balance payable no later than twelve months after sentencing. All payments will be made by check payable to the Clerk of the Court. The defendant further understands and agrees the special assessment is due and payable to the U.S. District Clerk's Office immediately following the defendant's sentencing.

3. The government will further recommend to the Court that, pursuant to 18 U.S.C. §3561(c)(1), the defendant be sentenced to a term of probation of three years and that the following be imposed as special conditions of that probation:

a. The defendant agrees to implement and abide by the attached Environmental Management System Compliance Program (the "Compliance Program"), which provides for the implementation of appropriate management practices to address the defendant's handling, treatment, and disposal of waste oil and bilge waste aboard all vessels operated by the defendant in United States' waters.

b. The defendant will follow the practices established by the Compliance Program during the term of probation imposed by the Court.

c. The defendant agrees that during the period of probation, the defendant will provide the United States Coast Guard with full access to its ship to verify compliance with all applicable laws and regulations, including compliance with the terms of this plea agreement.

d. The defendant shall commit no violations of United States' federal or state law, including, but not limited to, violations of MARPOL 73/78, or federal or state environmental laws and regulations. The government will not seek to find the defendant in violation of the terms of probation for minor discrepancies and deficiencies that may be noted during routine Coast Guard inspections. However, a violation of the Compliance Program shall be considered a violation of probation. In no way does this understanding limit what information the government may provide to the Court or the Probation Office.

4. After the successful completion of one year of probation and full payment of the criminal fine, the defendant may file a motion with the Court requesting that the probationary period be terminated. The government will not oppose the filing of such motion, provided that the full criminal fine has been satisfied, but makes no promises or assurances of its position on the ultimate issue.

5. Neither the government nor any law enforcement officer can or does make any promises or representations as to what sentence will be imposed by the Court.

6. The defendant is aware that the sentence will be determined with reference to the United States Sentencing Commission's *Guidelines Manual* ("U.S.S.G."). The parties agree that the defendant's sentence is governed by U.S.S.G. § 8C2.10, as the applicable guideline for Obstruction of Justice, §2J1.2, is not covered by U.S.S.G. § 8C2.1 (Applicability of Fine Guidelines). That Section provides that for any count or counts not covered by Section 8C2.1, the Court should determine an appropriate fine by applying the provisions of 18 U.S.C. §§3553 and 3572. The defendant further acknowledges and agrees that the Court may impose any sentence up to $500,000, or twice the pecuniary gain or loss from the offense, which is the maximum amount provided for a violation of 18 U.S.C. § 1505, and that the sentence to be imposed is within the sole discretion of the Court in accordance with the Sentencing Reform Act of 1984, 18 U.S.C. §§ 3553(a)(1) and (2), and 3661. If the Court should impose any sentence up to the maximum established by statute, the defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

7. The defendant is aware that Title 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. The defendant waives the right to appeal the sentence imposed or the manner in which it was determined. The defendant may appeal only (a) a sentence imposed above the statutory maximum; or (b) an upward departure from the Sentencing Guidelines which had not been requested by the government, as set forth in 18 U.S.C. § 3742(b). Additionally, the defendant is aware that Title 28, U.S.C. § 2255, affords the right to contest or "collaterally attack" a conviction or sentence after the conviction or sentence has become final. The defendant waives the right to contest its conviction or sentence by means of any post-conviction proceeding. The defendant also waives any right to additional disclosure from the government in connection with the guilty plea and agrees that, with respect to all charges referred to in Paragraph 1, it is not a "prevailing party" within the meaning of the "Hyde Amendment," Section 617, PL. 105-119 (Nov. 26, 1997), and will not file any claim under that law.

8. In agreeing to this waiver, the defendant is aware that a sentence has not yet been determined by the Court. The defendant is also aware that any estimate of the probable sentencing range under the sentencing guidelines that it may have received from counsel, the government, or the Probation Office is a prediction, not a promise, and is not binding on the government, the Probation Office, or the Court. The defendant understands that the sentencing range is advisory only, therefore the Court may impose a sentence that is lower or higher than that range. The government does not make any promise or representation concerning what sentence the defendant will receive.

9. The government reserves the right to carry out its responsibilities under guideline sentencing. Specifically, the government reserves the right:

(a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a pre-sentence report;

(b) to set forth or dispute sentencing facts or facts material to sentencing;

(c) to seek resolution of such factors or facts in conference with defendant's counsel and the Probation Office; and,

(d) to file a pleading relating to these issues, in accordance with U.S.S.G. § 6A1.2.

10. The government agrees that no further criminal charges will be brought against Corpus Christi Day Cruise, Ltd., for its conduct set forth in the above numbered information and known by the government as of the date of this agreement. Should it be judged by the government the defendant has committed or attempted to commit any additional crimes from the date of the defendant's signing of this plea agreement to the date of the defendant's sentencing, the government will be free to argue for any sentence within statutory limits. Such a breach by the defendant will not release the defendant from his plea of guilty and the terms of this plea agreement.

11. This agreement shall bind the defendant and its successors and assigns. The defendant, or any successor-in-interest or assignee, shall provide the government and the Probation Department with immediate notice of any name change, corporate reorganization,

corporate ownership, or any similar action affecting this agreement and the Compliance Program. No change in name, corporate organization or corporate ownership, or any similar action shall alter the defendant's obligations under this agreement. The defendant shall not engage in any action that seeks to avoid its obligations set forth in this agreement.

12. This agreement does not bind any federal, state, or local prosecuting authority other than the United States Attorney for the Southern District of Texas and the Environmental Crimes Section of the United States Department of Justice.

13. No promises, agreements or conditions have been entered into by the parties other than those set forth in this agreement and none will be entered into unless memorialized in writing and signed by all parties. This agreement supersedes all prior promises, agreements or conditions between the parties. To become effective, this agreement must be signed by all signatories listed below.

CORPUS CHRISTI DAY CRUISE, LTD
Authorized Corporate Representative

3-15-06
Date

PAUL G. KRATZIG
Attorney for Defendant

3-15-06
Date

CHUCK ROSENBERG
UNITED STATES ATTORNEY

SUE ELLEN WOOLDRIDGE
ASSISTANT ATTORNEY GENERAL
ENVIRONMENT & NATURAL
RESOURCES DIVISION
U.S. DEPARTMENT OF JUSTICE

By: _____ 3/15/06
JOSEPH A. POUX, JR. Date
Trial Attorney
Environmental Crimes Section
U.S. Department of Justice

CORPUS CHRISTI DAY CRUISE, Ltd.
M/V TEXAS TREASURE
ENVIRONMENTAL COMPLIANCE PROGRAM
FOR OILY WATER SEPARATOR

1. INTRODUCTION

A. Purpose

1. The purpose of this Environmental Compliance Program ("Program") is to ensure that the M/V TEXAS TREASURE, through its operator, Corpus Christi Day Cruise, Ltd., has an operational Oily Water Separator (OWS), that no discharges of oil or oily water from the bilges and collection tanks take place overboard, except ashore or in exigent circumstances described herein, from the vessel; and that simple and specific operational guidelines for the OWS are in place.

2. In addition, this Program specifies reporting procedures for equipment malfunction, as well as requirements for testing the OWS and maintaining records related to it.

B. Vessel Operations

1. M/V TEXAS TREASURE, operated by Corpus Christi Day Cruise, LTD. is a foreign Bahamian flagged passenger vessel which is home ported at Harbor Island, Texas at the mouth of Corpus Christi bay.

2. The M/V Texas Treasure is a member of the local maritime industry and is in port daily, at dock for approximately 10 hours. Gambling cruises of 5-6 hours duration are conducted twice daily, six days a week. The operating area of M/V TEXAS TREASURE is between 15-20 miles offshore near Port Aransas, Texas. Once a month the vessel makes a weekend voyage to a Mezquital, Mexico anchorage to meet U.S. Immigration requirements for foreign crew aboard. In Mexico, no commerce is conducted, no foodstuffs or other supplies are loaded, and further no crew members are allowed ashore or taken onboard.

2. ENVIRONMENTAL POLICY

A. *Corpus Christi Day Cruise, LTD.* places the highest priority on environmental protection and safety. The company's personnel at all levels, both ashore and onboard the vessel shall be fully committed, competent, and motivated to fulfill the objectives of protecting the environment and minimizing any adverse effect that vessel operations may have on the environment.

B. *Corpus Christi Day Cruise, Ltd.* has the highest commitment toward achieving compliance with U.S. and international environmental laws and regulations, and toward minimizing risks to the environment from unplanned waste oil stream releases. *Corpus Christi Day Cruise, Ltd.* has a "zero tolerance" policy toward employees that act in non-compliance with these laws and regulations. Non-compliance with this Program may result in discipline up to, and including termination.

C. VIOLATIONS OF THIS PROGRAM SHALL IMMEDIATELY BE REPORTED TO TEXAS TREASURE'S DIRECTOR OF MARINE OPERATIONS.

3. ORGANIZATIONAL RESPONSIBILITIES

A. Director of Marine Operations/Corporate Compliance Manager "CCM"

1. The Director of Marine Operations ("DMO") is appointed as the Corporate Compliance Manager for *Corpus Christi Day Cruise, Ltd.*
2. The DMO is responsible for the operation and implementation of this Program.
3. The DMO shall establish and develop training programs for the officers and crew in regards to this Program.
4. The DMO will ensure that testing of the OWS is performed, that oil and oily water is discharged to an authorized environmental waste disposal entity and that all documents contemplated by this Program are properly maintained.

B. Master

1. The vessel Master shall have the sole power to authorize the use of the OWS and shall report to the DMO for matters concerning the OWS, its operation and use.
2. The Master has the overriding authority and responsibility to make decisions with respect to Safety and Pollution Prevention.
3. The Master must ensure that all USCG, international, local, and Classification Society rules, laws and regulations (as applicable) are adhered to.
4. The Master shall visually inspect the integrity of the "lockout" device on the overboard discharge valve connected to the OWS on at least a monthly basis and report its status to the DMO. Additionally, the Master shall note in the Deck Log the date and time of such inspection.
5. The Master shall maintain the sole key to the "lockout" device to the overboard discharge valve connected to the OWS.

C. Chief Engineer

1. The Chief Engineer shall report to the Master for the safe and efficient operation and maintenance of all machinery aboard the vessel.
2. The Chief Engineer is also responsible to the Master for the completion of the Oil Record Book (Part 1) as per the instructions contained in the book.
3. The Chief Engineer shall witness the monthly testing of the OWS along with the Chief Electrician and report the operational status of the OWS and integrity of the "lockout" device on the overboard discharge valve to the Master and DMO.

D. Staff Engineer

1. The Staff Engineer reports to the Chief Engineer regarding the day-to-day running and maintenance of machinery.

E. Engineers

1. The remaining engineers shall report to the Staff Engineer for all fuel transfer and separation.

F. Chief Electrician

1. The Chief Electrician reports to the Staff Engineer for the upkeep, maintenance and repair of the electrical components of the Oily Water Separator ("OWS").
2. The Chief Electrician shall conduct the monthly testing of the OWS, with the Chief Engineer as a witness, and report its operational status as well as the integrity of the "lockout" device on the overboard discharge valve, to the Master and DMO, and the performance of such tests shall be noted in the Engine Log Book.

4. ASSESSMENT, PREVENTION, AND CONTROL

A. Regulatory Requirements

1. The vessel's bilge collects water from various operational sources, such as water lubricated shaft seals, propulsion system cooling, evaporators and other machinery. All engine and machinery spaces also collect oil that leaks from machinery fittings and engine maintenance activities. In order to maintain ship stability and eliminate the potential for hazardous conditions from oil vapors in engine and machinery spaces, the bilges should be periodically pumped dry. In discharging bilge and oily water residues, both international regulations (MARPOL) and United States regulations require that the oil content of the discharged effluent be less than 15 parts per million (15ppm) and that it not leave a visible sheen on the surface of the water.
2. All ships are required to have equipment installed onboard that limits the discharge of oil into the oceans to 15 parts per million when a ship is en route and provided the ship is not in a special area where discharge of oil is prohibited. Regulations also require that all oil or oil residues, which cannot be discharged in compliance with these regulations, be retained onboard or discharged to a reception facility.
3. Requirements for keeping an oil record book are found in MARPOL and in USCG regulations (33 CFR 151).

B. Prevention

1. Considering the fact that the vessel is in port daily and despite the fact that a functioning OWS is required to be aboard the vessel, the Operator has determined that the most effective manner to prevent the discharge of oil/oily water from the bilges/collection tank is refraining from use of the M/V TEXAS TREASURE'S OWS, except that the Master may authorize the use of the OWS if upon advice of the Chief Engineer the failure to do so will result in overflow of the No. 8 Center Tank into the bilges of the vessel. Any such utilization of the OWS for overboard discharge purposes shall be promptly upon return to port in the United States be reported to Marine Safety Office, Marine Inspection Office or Coast Guard Group Office.

2. The overboard discharge valve connected to the OWS piping shall be "locked out" with a device designed to prevent the opening of said valve without a key. (Appendix (2)) The written permission of the Master (or, in the event of his absence from the vessel, the Staff Captain or Acting Master) must be noted in the Oil Transfer Log of the vessel. The Master (or, in the event of his absence from the vessel, the Staff Captain or Acting Master) shall be the sole custodian of the key to said "lockout" device. In the event of the absence of the Master from the vessel, the transfer of custody of the key to the Staff Captain or Acting Master shall be noted in the vessel's Bridge Log.

3. Opening of the overboard discharge valve connected to the OWS or lockout device without the written permission of the Master, as well as circumvention or attempted circumvention of the "lock out" device will result in immediate termination of the offending personnel.

4. At all other times, oil and oily water collected from the bilges and No. 8 Center Tank (often referred to as the "collection tank") shall be offloaded to an authorized third party environmental waste disposal entity(ies) ashore in the United States of America for proper handling and disposal. Transfer shore side to said authorized entity(ies), will be made on an as-needed basis; but such transfer will be made at least monthly in accordance with Oil/Oil Mixtures Transfer Procedures (see Appendix (4)). Each transfer ashore shall be recorded in the Oil Record Book, and receipts reflecting such transfers shall be maintained in Oil Record Book.

5. *Corpus Christi Day Cruise, Ltd.* has adopted an aggressive program of waste minimization and waste stream management. The best way to have an effective environmental program is to limit the quantity of oily water mixture in the bilges. By limiting the quantity that collects in the bilge, the amount of waste processed and/or disposed of ashore is reduced, along with any possible adverse impact on the environment.

6. To reduce the amount of oily water collecting in the bilge, preventive maintenance on the vessel's machinery shall be diligently performed. Excessive sea water flow from operational sources such as valves and seals shall be inspected and repaired. The Staff Engineer has been tasked with performing these functions, which shall be done per manufacturer requirements and within a reasonable amount of time given the circumstances of the flow.

7. The oily water separator (OWS) will be kept in operational condition, and will be tested not less than monthly to ensure it is functioning properly. The test shall be conducted by the Chief Electrician and Engineer On Watch, and will be performed in accordance with the procedures mounted by the OWS (Appendix (1)). The OWS test and its results will recorded in the Engine Room log book. In the event it is determined that the OWS is not operational

8. The engine room bilges and sludge tank should be pumped dry, as necessary, into the No. 8 Center Tank. These transfers shall be recorded in the Oil Record Book For the purpose of this Program the No. 8 Center Tank shall be sounded daily by the

Engineer on watch and the results recorded on the Fuel Daily Sounding sheet (Appendix (3)) and pursuant to the volumetric table (Appendix 3). For the purpose of tracking the volume in said tank, soundings of the collection tank shall be made daily in inches converted to US gallons in accordance with the volumetric table for said tank (Appendix (3)). List of the vessel at the time of sounding shall also be noted. his measurement shall not affect the necessity of sounding said tank in the manner necessary for stability calculations or other purposes not associated with this procedure. A record of all such tank soundings shall be signed by the Chief Engineer acknowledging his review of same, and a copy of such soundings shall be retained by the Master for a period of at least 180 days, after which they may be destroyed.

5. TRAINING

All engineering staff and vessel officers, upon joining the vessel, are required to read, understand, and acknowledge the procedures and responsibilities as delineated in this Program.

6. REPORTING OF INOPERABLE OWS.

A. Any breakdown or malfunction of the OWS must be immediately reported to the Master who will notify the DMO and cause notification of such fact to promptly be made to the nearest Marine Safety Office, Marine Inspection Office or Coast Guard Group Office.

B. The DMO shall investigate the failure and identify corrective actions to return the OWS to proper operating conditions as soon as is practicable.

7. EFFECT OF AND CONFLICTS WITH OTHER RULES, REGULATIONS, AND LAWS

A. The intent of this program is to minimize the risk of accidental discharge of oil or oily water in excess of that allowed by law, and to account for the volume of oil/oily water accumulated in the bilges of the vessel, offloaded ashore, and/or processed through the use of the OWS.

B. Nothing contained herein shall be deemed to diminish, supercede or alter the requirements of other rules, regulations or laws applicable to the M/V Texas Treasure or *Corpus Christi Day Cruise, Ltd.* with regard to the vessel.

A. In the event that this program conflicts with any applicable rule, regulation or law, the rule, regulation or law shall take precedence.

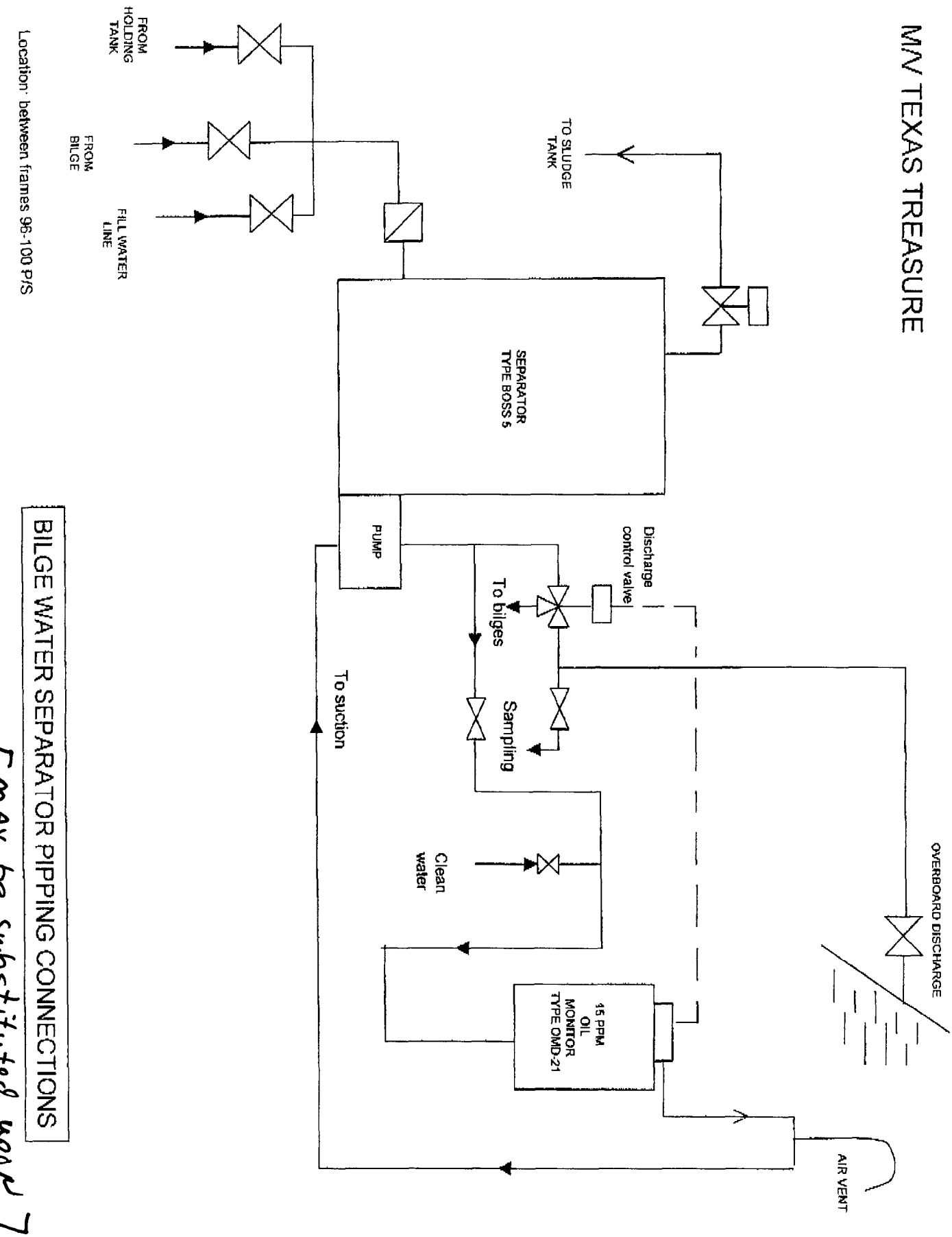
CORPUS CHRISTI DAY CRUISE, LTD.
M/V TEXAS TREASURE
OWS/ALARM – TEST PROCEDURES

NOTE:
Only the Chief Engineer and Chief Electrician are authorized to perform testing on the Oily Water Separator System

1. Close the sensor fresh water inlet (1) and outlet (2) valves;
2. Open the Control Panel and isolate the main pump breaker (3)
3. Close and secure the Control Panel;
4. Turn Main switch (4) to "ON" (red indicator will light up);
5. Turn System switch (5) to "ON" (green indicator will light up);
6. Open cover to sensor;
7. Lower brush to activate sensor cells;
8. When 15ppm is reached and alarm status lights up, the engine room siren will activate and the three-way valve will close;
9. Upon completion of test, return the system to normal status;

ALL OIL AND OILY WATER GENERATED ABOARD THIS VESSEL IS TO BE LANDED ASHORE

THE OILY WATER SEPARATOR (OWS) IS FOR USE IN EMERGENCY ONLY AND REQUIRES WRITTEN PERMISSION FROM THE MASTER



BILGE WATER SEPARATOR PIPPING CONNECTIONS

Appendix 2 - page 1 of 1 [may be substituted upon class certification]

CORPUS CHRISTI DAY CRUISE LTD. *M/V TEXAS TREASURE*

*Date:*_____
*Time:*_____
*Ship's list*_____
*Ships trim*_____

E.R. TANKS DAILY SOUNDING FORM

Tank No.	Tank location Fr.	Tank designation	Maximal capacity			Measured quantity of retention		
			Sounding Ft	Volume Gal/M³	Content mt	Sounding Ft	Volume Gal/M³	Conten mt
GAS OIL STORAGE AND SERVICE TANKS (density 0.856)								
7C	108-123	Sett/Day Tk. MGO	9'5"	18246/69.07m³	59,123mt			
7P	108-123	Storage MGO	9'6"	13800G/52.27m³	44.743mt			
7S	108-123	Storage MGO	9'6"	13800G/52.27m³	44.743mt			
8	104-108	M.E. overflow	3'4"	1672G/6.33m³	5.418mt			
8P	87-103	Storage MGO	3'4"	11940G/45.2m³	38.691mt			
9P	63-74	Storage MGO	3'8"	7407G/28.04m³	24.002mt			
9S	63-74	Storage MGO	3'8"	7407G/28.04m³	24.002mt			
9	60-65	A.E. overflow	3'4"	1080G/4.09m³	3.501mt			
			Total(max.)	57106G/216.24m³	244.223mt	Total(actual)		
LUBE OIL STORAGE TANKS								
10P	52-56	ME LO storage	8'5"	4301G/16.280m³	15.14mt			
10S	54-56	AE LO storage	9'8"	3638G/13.770m³	12.806mt			
N/A	63-74	ME sump tk.P.S.	3'3"	4401G/16.7m³	16mt			
N/A	63-64	ME sump tk.St.B	3'3"	4401G/16.7m³	16mt			
				16741G/63.45m³	59.946mt			
			Total(max.)			Total(actual)		
MISCELLANEOUS TANKS								
8C	105-107	Sludge tank	3'4"	6161.1G/23.322 m³				

Remarks:_____

_____

Soundings taken by: Rank_____ Name_____ Sign_____
Chief engineer: Name_____ Sign:_____

Intertek Caleb Brett

M/V TEXAS TREASURE

TANK NO. Waste oil

CAPACITIES GIVEN IN CUBIC METRES

GAUGE HEIGHT

in	0 FT	in	0 FT.	in	1 FT.	in	1 FT.	in	2 FT.	in	2 FT.	in	3 FT.	in	4 FT.
0	0 000	6	3 498	0	6.997	6	10.495	0	13 993	6	17 492	0	20 990	6	
1/8	0 073	1/8	3 571	1/8	7 070	1/8	10 566	1/8	14 066	1/8	17 565	1/8	21 063	1/8	
1/4	0 146	1/4	3 644	1/4	7 142	1/4	10 641	1/4	14 139	1/4	17 637	1/4	21 136	1/4	
3/8	0 219	3/8	3 717	3/8	7 215	3/8	10 714	3/8	14 212	3/8	17 710	3/8	21 209	3/8	
1/2	0 292	1/2	3 790	1/2	7 288	1/2	10 787	1/2	14 285	1/2	17 783	1/2	21.282	1/2	
5/8	0 364	5/8	3 863	5/8	7 361	5/8	10 859	5/8	14 358	5/8	17 856	5/8	21 354	5/8	
3/4	0 437	3/4	3 936	3/4	7 434	3/4	10 832	3/4	14 431	3/4	17 929	3/4	21 427	3/4	
7/8	0 510	7/8	4 009	7/8	7 507	7/8	11 005	7/8	14 504	7/8	18 002	7/8	21 500	7/8	
1	0 583	7	4 081	1	7 580	7	11 078	1	14 576	7	18 075	1	21 573	7	
1/8	0 656	1/8	4 154	1/8	7 653	1/8	11 151	1/8	14 649	1/8	18 148	1/8	21 646	1/8	
1/4	0 729	1/4	4 227	1/4	7 726	1/4	11 224	1/4	14 722	1/4	18 221	1/4	21.719	1/4	
3/8	0 802	3/8	4 300	3/8	7 798	3/8	11 297	3/8	14 795	3/8	18 293	3/8	21 792	3/8	
1/2	0 875	1/2	4 373	1/2	7 871	1/2	11 370	1/2	14 868	1/2	18 366	1/2	21 865	1/2	
5/8	0 947	5/8	4 446	5/8	7 944	5/8	11 443	5/8	14 941	5/8	18 439	5/8	21 938	5/8	
3/4	1 020	3/4	4 519	3/4	8 017	3/4	11 515	3/4	15 014	3/4	18 512	3/4	22 010	3/4	
7/8	1 093	7/8	4 592	7/8	8 090	7/8	11 588	7/8	15 087	7/8	18 585	7/8	22 083	7/8	
2	1 166	8	4 664	2	8 163	8	11 661	2	15 159	8	18 658	2	22 156	8	
1/8	1 239	1/8	4 737	1/8	8 236	1/8	11 734	1/8	15 232	1/8	18 731	1/8	22 229	1/8	
1/4	1 312	1/4	4 810	1/4	8 309	1/4	11 807	1/4	15 305	1/4	18 804	1/4	22 302	1/4	
3/8	1 385	3/8	4 883	3/8	8 381	3/8	11 880	3/8	15 378	3/8	18 876	3/8	22 375	3/8	
1/2	1 458	1/2	4 956	1/2	8 454	1/2	11 953	1/2	15 451	1/2	18 949	1/2	22 448	1/2	
5/8	1 531	5/8	5 029	5/8	8 527	5/8	12 026	5/8	15 524	5/8	19 022	5/8	22 521	5/8	
3/4	1 603	3/4	5 102	3/4	8 600	3/4	12 098	3/4	15 597	3/4	19.095	3/4	22 593	3/4	
7/8	1 676	7/8	5 175	7/8	8 673	7/8	12 171	7/8	15 670	7/8	19 168	7/8	22 666	7/8	
3	1 749	9	5 248	3	8 746	9	12 244	3	15 743	9	19 241	3	22 739	9	
1/8	1 822	1/8	5 320	1/8	8 819	1/8	12 317	1/8	15 815	1/8	19 314	1/8	22 812	1/8	
1/4	1 895	1/4	5 393	1/4	8 892	1/4	12 390	1/4	15 888	1/4	19 387	1/4	22 885	1/4	
3/8	1 968	3/8	5 466	3/8	8 965	3/8	12 463	3/8	15 961	3/8	19 460	3/8	22 958	3/8	
1/2	2 041	1/2	5 539	1/2	9 037	1/2	12 536	1/2	16 034	1/2	19 532	1/2	23 031	1/2	
5/8	2 114	5/8	5 612	5/8	9 110	5/8	12 609	5/8	16 107	5/8	19 605	5/8	23 104	5/8	
3/4	2 186	3/4	5 685	3/4	9 183	3/4	12 682	3/4	16 180	3/4	19 678	3/4	23 177	3/4	
7/8	2 259	7/8	5 758	7/8	9 256	7/8	12 754	7/8	16 253	7/8	19 751	7/8	23 249	7/8	
4	2 332	10	5 831	4	9 329	10	12 827	4	16 326	10	19 824	4	23 322	10	
1/8	2 405	1/8	5 903	1/8	9 402	1/8	12 900	1/8	16 398	1/8	19 897	1/8		1/8	
1/4	2 478	1/4	5 976	1/4	9 475	1/4	12 973	1/4	16 471	1/4	19 970	1/4		1/4	
3/8	2 551	3/8	6 049	3/8	9 548	3/8	13 046	3/8	16 544	3/8	20 043	3/8		3/8	
1/2	2 624	1/2	6 122	1/2	9 620	1/2	13 119	1/2	16 617	1/2	20 115	1/2		1/2	
5/8	2 697	5/8	6 195	5/8	9 693	5/8	13 192	5/8	16 690	5/8	20 188	5/8		5/8	
3/4	2 770	3/4	6 268	3/4	9 766	3/4	13 265	3/4	16 763	3/4	20 261	3/4		3/4	
7/8	2 842	7/8	6 341	7/8	9 839	7/8	13 337	7/8	16 836	7/8	20 334	7/8		7/8	
5	2 915	11	6 414	5	9 912	11	13 410	5	16 909	11	20 407	5		11	
1/8	2 988	1/8	6 487	1/8	9 985	1/8	13 483	1/8	16 982	1/8	20 480	1/8		1/8	
1/4	3 061	1/4	6 559	1/4	10 058	1/4	13.556	1/4	17 054	1/4	20 553	1/4		1/4	
3/8	3 134	3/8	6 632	3/8	10 131	3/8	13 629	3/8	17 127	3/8	20 626	3/8		3/8	
1/2	3 207	1/2	6 705	1/2	10 204	1/2	13 702	1/2	17 200	1/2	20 699	1/2		1/2	
5/8	3 280	5/8	6 778	5/8	10 276	5/8	13 775	5/8	17 273	5/8	20 771	5/8		5/8	
3/4	3 353	3/4	6 851	3/4	10 349	3/4	13 848	3/4	17 346	3/4	20 844	3/4		3/4	
7/8	3 425	7/8	6 924	7/8	10 422	7/8	13 921	7/8	17 419	7/8	20 917	7/8		7/8	

THIS CHART IS CERTIFIED FOR THE ABOVE NAMED TANK ONLY. NO CHANGES OF ANY KIND CAN BE MADE WITHOUT THE WRITTEN CONSENT OF OUR COMPANY

Measurement survey by MT - Maritime Consultants
Computation by WAF Intertek Caleb Brett
Issued July 29, 2005

INTERTEK - CALEB BRETT

Appendix 3
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Intertek Caleb Brett

M/V TEXAS TREASURE

TANK NO. Waste oil

CAPACITIES GIVEN IN U.S. GALLONS

GAUGE HEIGHT: Unknown

IN	0 FT	IN	0 FT.	IN	1 FT.	IN	1 FT	IN	2 FT.	IN	2 FT.	IN	3 FT.	IN	4 FT
0	0 00	6	924 17	0	1,848 33	6	2 772 50	0	3 696 66	6	4 620 83	0	5,544 99	6	
1/8	19.25	6 1/8	943 42	1/8	1,867 58	6 1/8	2 791 75	1/8	3 715 92	6 1/8	4,640 08	1/8	5,564 25	6 1/8	
1/4	38 51	6 1/4	962 67	1/4	1,886 84	6 1/4	2 811 00	1/4	3 735 17	6 1/4	4,659 33	1/4	5,583 50	6 1/4	
3/8	57 76	6 3/8	981 93	3/8	1,906.09	6 3/8	2,830 26	3/8	3 754 42	6 3/8	4 678 58	3/8	5,602 75	6 3/8	
1/2	77 01	6 1/2	1,001 18	1/2	1,925.35	6 1/2	2,849.51	1/2	3,773 68	6 1/2	4,697 84	1/2	5,622 01	6 1/2	
5/8	96 27	6 5/8	1 020 43	5/8	1 944 60	6 5/8	2 868 76	5/8	3 792 93	6 5/8	4 717 10	5/8	5 641 26	6 5/8	
3/4	115 52	6 3/4	1 039 69	3/4	1,963 85	6 3/4	2 888 02	3/4	3,812 18	6 3/4	4 736 35	3/4	5,660 51	6 3/4	
7/8	134 77	6 7/8	1,058 94	7/8	1,983 11	6 7/8	2 907.27	7/8	3,831 44	6 7/8	4,755 60	7/8	6,678 77	6 7/8	
1	154 03	7	1 078 19	1	2,002 38	7	2 926 52	1	3,850 69	7	4 774 86	1	5 699 02	7	
1/8	173 28	7 1/8	1,097 45	1/8	2,021.61	7 1/8	2,945 78	1/8	3,869 94	7 1/8	4,794 11	1/8	5,718 27	7 1/8	
1/4	192 53	7 1/4	1,116 70	1/4	2,040 87	7 1/4	2 965 03	1/4	3,889 20	7 1/4	4,813 36	1/4	5,737 53	7 1/4	
3/8	211 79	7 3/8	1,135 95	3/8	2 060 12	7 3/8	2 984 28	3/8	3,908 45	7 3/8	4,832 62	3/8	5 756 78	7 3/8	
1/2	231 04	7 1/2	1,155 21	1/2	2,079.37	7 1/2	3,003 54	1/2	3,927 70	7 1/2	4,851 87	1/2	5,778 04	7 1/2	
5/8	250 29	7 5/8	1,174 46	5/8	2,098 63	7 5/8	3 022 79	5/8	3,948 96	7 5/8	4 871 12	5/8	5,795 29	7 5/8	
3/4	269 55	7 3/4	1,193 71	3/4	2,117 88	7 3/4	3,042.05	3/4	3,966 21	7 3/4	4 890 38	3/4	5,814 54	7 3/4	
7/8	288 80	7 7/8	1 212 97	7/8	2 137 13	7 7/8	3 061 30	7/8	3,985 46	7 7/8	4 909 63	7/8	5,833 80	7 7/8	
2	308 06	8	1 232 22	2	2 156 39	8	3,080 55	2	4,004 72	8	4 928 88	2	5 853 05	8	
1/8	327 31	8 1/8	1 251 47	1/8	2,175 64	8 1/8	3 099 81	1/8	4 023 97	8 1/8	4,948 14	1/8	5,872 30	8 1/8	
1/4	346 56	8 1/4	1,270 73	1/4	2,194 89	8 1/4	3 119 06	1/4	4 043 22	8 1/4	4 967 39	1/4	5 891 56	8 1/4	
3/8	365 82	8 3/8	1 289 98	3/8	2,214 15	8 3/8	3 138 31	3/8	4 062 48	8 3/8	4 986 64	3/8	5 910 81	8 3/8	
1/2	385 07	8 1/2	1 309 23	1/2	2 233 40	8 1/2	3 157 57	1/2	4 081 73	8 1/2	5 005 90	1/2	5,930 06	8 1/2	
5/8	404 32	8 5/8	1,328 48	5/8	2,252 65	8 5/8	3 176 82	5/8	4 100 98	8 5/8	5 025 15	5/8	5,949 32	8 5/8	
3/4	423 58	8 3/4	1 347 74	3/4	2 271 91	8 3/4	3 196 07	3/4	4,120 24	8 3/4	5,044 40	3/4	5,968 57	8 3/4	
7/8	442 83	8 7/8	1,366 99	7/8	2 291 16	8 7/8	3 215 33	7/8	4 139 49	8 7/8	5,063 66	7/8	5,987 82	8 7/8	
3	462 08	9	1,386 26	3	2,310 41	9	3,234 58	3	4,158 75	9	5,082 91	3	6,007 08	9	
1/8	481 34	9 1/8	1,405 50	1/8	2,329 67	9 1/8	3 253 83	1/8	4 178 00	9 1/8	5 102 10	1/8	6,026 33	9 1/8	
1/4	500 59	9 1/4	1,424 76	1/4	2 348 92	9 1/4	3,273 09	1/4	4 197 25	9 1/4	5,121 42	1/4	6,045 58	9 1/4	
3/8	519 84	9 3/8	1 444 01	3/8	2,368 17	9 3/8	3 292 34	3/8	4 216 51	9 3/8	5,140 67	3/8	6,064 84	9 3/8	
1/2	539 10	9 1/2	1 463 26	1/2	2,387 43	9 1/2	3 311 59	1/2	4 235 76	9 1/2	5 159 92	1/2	6,084 09	9 1/2	
5/8	558 35	9 5/8	1 482 52	5/8	2 406 68	9 5/8	3,330 85	5/8	4,255 01	9 5/8	5,179 18	5/8	6,103 34	9 5/8	
3/4	577 60	9 3/4	1 501 77	3/4	2 425 93	9 3/4	3 350 10	3/4	4 274 27	9 3/4	5 198.43	3/4	6,122 60	9 3/4	
7/8	596 86	9 7/8	1 521 02	7/8	2 445 19	9 7/8	3 369 35	7/8	4 293 52	9 7/8	5 217 68	7/8	6,141 85	9 7/8	
4	616 11	10	1,540 28	4	2,464.44	10	3 388 81	4	4,312 77	10	5,236 94	4	6,161 10	10	
1/8	635 36	10 1/8	1,559 53	1/8	2 483 70	10 1/8	3 407 86	1/8	4 332 03	10 1/8	5 256 19	1/8		10 1/8	
1/4	654 62	10 1/4	1,578 78	1/4	2,502 95	10 1/4	3 427 11	1/4	4 351 28	10 1/4	5,275 45	1/4		10 1/4	
3/8	673 87	10 3/8	1 598 04	3/8	2 522 20	10 3/8	3 446 37	3/8	4 370 53	10 3/8	5 294 70	3/8		10 3/8	
1/2	693 12	10 1/2	1,617 29	1/2	2,541 46	10 1/2	3 465 62	1/2	4,389 79	10 1/2	5,313 95	1/2		10 1/2	
5/8	712 38	10 5/8	1,636 54	5/8	2,560.71	10 5/8	3,484 87	5/8	4,409 04	10 5/8	5,333 21	5/8		10 5/8	
3/4	731 63	10 3/4	1 655 80	3/4	2,579 96	10 3/4	3 504 13	3/4	4,428 29	10 3/4	5,352 46	3/4		10 3/4	
7/8	750 88	10 7/8	1,675 05	7/8	2,599 22	10 7/8	3,523 38	7/8	4,447 55	10 7/8	5,371 71	7/8		10 7/8	
5	770 14	11	1 694 30	5	2,618 47	11	3,542 63	5	4,466 80	11	5,390 97	5		11	
1/8	789 39	11 1/8	1 713 56	1/8	2,637.72	11 1/8	3,561 89	1/8	4,486 05	11 1/8	5 410 22	1/8		11 1/8	
1/4	808 64	11 1/4	1,732.81	1/4	2,656 98	11 1/4	3,581 14	1/4	4,505 31	11 1/4	5,429.47	1/4		11 1/4	
3/8	827 90	11 3/8	1 752.06	3/8	2,676 23	11 3/8	3 600 40	3/8	4,524 56	11 3/8	5,448 73	3/8		11 3/8	
1/2	847 15	11 1/2	1,771 32	1/2	2,695 48	11 1/2	3 619 65	1/2	4,543 81	11 1/2	5,467 98	1/2		11 1/2	
5/8	866 41	11 5/8	1,790 57	5/8	2,714 74	11 5/8	3,638 90	5/8	4 563 07	11 5/8	5,487 23	5/8		11 5/8	
3/4	885 66	11 3/4	1,809 82	3/4	2,733 99	11 3/4	3 658 16	3/4	4 582 32	11 3/4	5,506 49	3/4		11 3/4	
7/8	904 91	11 7/8	1,829 08	7/8	2,753 24	11 7/8	3,677 41	7/8	4,601 57	11 7/8	5,525 74	7/8		11 7/8	

THIS CHART IS CERTIFIED FOR THE ABOVE NAMED TANK ONLY. NO CHANGES OF ANY KIND CAN BE MADE WITHOUT THE WRITTEN CONSENT OF OUR COMPANY

Measurement survey by MT - Maritime Consultants
Computation by W+F Intertek Caleb Brett
Issued July 29, 2005

INTERTEK - CALEB BRETT

Appendix 3
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Corpus Christi Day Cruise Ltd
m.v. TEXAS TREASURE

OIL/OIL MIXTURES TRANSFER PROCEDURES
(MARPOL 73/78, 33CFR Part 156, VSMM, SOPEP)

1. The Chief Engineer or Staff Engineer is the only person authorized to arrange for oil/oily mixtures transfer to/from the vessel.

2. The present procedures and updated piping diagrams are to be permanently posted at the vessel bunkering stations.

3. **No oil/oily mixtures transfer can be started to / from the vessel until:**

   a) The vessel moorings are strong enough to hold during all expected conditions of surge, current, wind, passing by traffic etc.
   b) Transfer hoses are properly certified and have no unrepaired loose covers, kinks, bulges, soft spots or any other defects, which would permit the discharge of oil/oily mixtures through the hoses. Hoses above water must be of one complete length.
   c) Safety precautions are taken as per ISM Form ENG 10 and have been signed by all involved parties: Safety officer, Ch. Engineer or Staff Engineer and Officer on Watch (OOW).
   d) Proper communication (radio channels, language etc.) is established between all involved parties: oil truck/barge responsible person, vessel bunkering station, sounding taking personnel, navigation bridge (OOW) and person in charge.
   e) Oil Pollution prevention and fire fighting equipment are readily available at vessel bunkering station.
   f) All involved personnel as per "List of Designated Personnel for Oil/Oily mixtures Transfer Operations" are in place and properly instructed for actions and reporting.
   g) Emergency shut down actions are clear for all personnel involved.

4. **No oil/oily mixture transfer to / from vessel can be started until the Officer on Watch grants permission.**

5. **During topping off of tanks, particular attention must be paid to avoid overflowing of tanks.**

6. Any oil pollution or threat of oil pollution must be, in no time, reported to OOW, code "PAPA" must be activated immediately and actions are to be taken as per code "PAPA" procedure and SOPEP.

Master _____ Ch.engineer _____

Corpus Christi Day Cruise Ltd.
m.v. TEXAS TREASURE

OIL/OIL MIXTURES TRANSFER OPERATION

1

SAFETY PRECAUTIONS CHECK LIST

PORT_____ DATE_____TIME STARTED_____TIME COMPLETED_____

PERSON IN CHARGE: Rank _____ Name _____

Type of transfer _____

PRE-TRANSFERRING:

DECK		ENGINE	
1. Proper communication established.		1. Person in charge identified.	
2. Announcement made.		2. Designated personnel are in place.	
3. "NO SMOKING" signs posted		3. Supply rate and quantity agreed.	
4. Fire fighting equipment ready.		4. Proper communication established	
5. Scupper plugged (if applicable).		5. Bunker points not in use blanked off	
5. "B" flag hoisted / red light showing		6. Correct valves open.	
6. All doors/windows above bunkering station are closed.		7. Hoses, valves and connections are inspected Hose certificates are available.	
7. All hot works suspended		8. Tank sounding taken	
8. Mooring lines tightened.			
9. Weather / traffic is monitored.			
10. Oil Spill response equipment available and stand by			
11. Code "PAPA" procedure "Stand By"			
12. Master informed.			
Sign_____ Checking is completed by safety officer		Sign_____ Checking is completed by Ch. Engineer	

OIL/OIL MIXTURES TRANSFERRING : _____ IS PERMITTED
(Define the type of oil/oil mixture transfer)

OOW : RANK _____ NAME _____ SIGN. _____

AFTER TRANSFERRING:

DECK		ENGINE	
1. "B" flag taken down		1. All bunker valves are closed.	
2. "No Smoking" signs secured		2. Line valves closed (as required)	
4. Announcement made.		3. Bunker flanged fitted.	
5. Master informed.		4. Scuppers unplugged	
		5. Clean up gears and signs stowed.	
		6. Tank soundings taken on completion	
		7. Fuel sheet signed	
Sign:_____ Checking is completed by OOW		Sign_____ Checking is completed by Ch.Engineer	

Corpus Christi Day Cruise Ltd.
m.v. TEXAS TREASURE

OIL/OIL MIXTURES TRANSFER OPERATION

2

DESIGNATED PERSONAL CHECK LIST

1. **Oil/Oil mixtures transfer to or from the vessel.** ☐

No	Responsibilities	Rank	Name	Present Y/N
1	Person in charge	Ch.Engineer		
2	Moorings	OOW		
3	Vessel bunkering station connections	Staff Chief Engineer		
4	Truck/barge connections	Bunkering Co. representative		
5 6	Tank sounding and valve operation	3 – rd engineer Motorman		

2. **Oil/Oil mixture transfers within the vessel.** ☐

No	Responsibilities	Rank	Name	Present Y/N
1	Person in charge	Staff Ch.Eng.		
2	Watchman on deck	3-rd engineer		
3	Valve operator	Motorman		
4	Tanks sounding	Motorman		

3. **Operation of the Oily Water Separator.** ☐

No	Responsibilities	Rank	Name	Present Y/N
1.	Person in charge	Staff Ch.Eng.		
2	Valves operator	Motorman		

References: MARPOL 73/78, 33CFR Part 156, SOPEP, VSMM

PERSON IN CHARGE: Rank _____ Name _____ Sign _____